

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**



DISH NETWORK L.L.C.,
and NAGRASTAR LLC,

Plaintiffs,

UVCONN, INC., DHE BOSS, INC.,
AHMED GOREJA a/k/a AHMED M.
HAFEEZ and MIAN NADEEM,
individually and collectively d/b/a
ZUMMTV and TVIPBOX,

Defendants.

CIVIL ACTION NO. 1:20-CV-01904-JLS

FINAL JUDGMENT AND PERMANENT INJUNCTION

Before the Court is the Agreed Motion for Judgment and Permanent Injunction filed jointly by Plaintiffs DISH Network L.L.C. and NagraStar LLC (together, "DISH") and Defendants UVCONN, Inc., DHE BOSS, Inc., Ahmed Goreja a/k/a Ahmed M. Hafeez and Mian Nadeem (collectively "Defendants"). After having carefully considered the Agreed Motion and the applicable law, the Court **GRANTS** the Agreed Motion and hereby **ORDERS** as follows:

1. Judgement is entered for DISH against Defendants on Counts I and II of Plaintiffs' Original Complaint asserting claims under the Federal Communications Act, 47 U.S.C. §§ 605(a) and 605(e)(4) (the "FCA").

2. DISH is awarded statutory damages in the aggregate sum of \$4,413,000 under the FCA, calculated at the parties' agreed upon amount of \$1,000 for each of the 4,413 preloaded set-top-boxes and device codes sold by Defendants which facilitated unauthorized access to DISH's

television programming retransmitted on Defendants' ZummTV streaming service. Defendants are jointly and severally liable for all damages awarded herein.

3. Defendants, and any of their officers, agents, servants, employees, or other persons acting in active concert or participation with them or any of the foregoing that receives actual notice of this order, are permanently enjoined from, directly or indirectly:

- (a) receiving or assisting others in receiving DISH programming without authorization by DISH;
- (b) operating the websites zummtv.com; zummiptvbox.com; zummtvbox.com; zumm.tv; xolotv.com; xoloiptv.com; xolotv.tv; iptvinsights.com; iptvservers.us; iptvservers.ca; and iptvservers.co;
- (c) manufacturing, assembling, modifying, importing, exporting, selling, distributing, or otherwise trafficking in set-top-boxes, device codes, subscriptions or any other software or hardware loaded with access credentials to ZummTV or any other service that provides unauthorized access to any DISH programming or content (collectively "ZummTV Pirate Streaming Services"), or any other technology, product, service, device, component, application, passcode, or part thereof that is primarily of assistance in the unauthorized reception of DISH programming;
- (d) hosting or otherwise supporting any website that advertises, promotes, offers, sells, or otherwise traffics in the ZummTV Pirate Streaming Services and related software, applications, and/or device codes, Android TV boxes, other set-top boxes or android devices capable of accessing the ZummTV Pirate Streaming Services, or any other technology, product, service, device, component, application, passcode, or part thereof that is primarily of assistance in the unauthorized reception of DISH programming;
- (e) destroying, concealing, hiding, modifying, or transferring:
 - i. any computers or computer servers that have been used, are being used, or that are capable of being used to support the ZummTV Pirate Streaming Services;
 - ii. any satellite receivers, smart cards, and satellite dishes, including DISH receiving equipment, that have been used, are being used, or that are capable of being used to support the ZummTV Pirate Streaming Services;
 - iii. any software, applications, and/or device codes related to the ZummTV Pirate Streaming Services, including any devices capable of storing such

software, applications or device codes such as computers or external storage devices such as thumb drives and diskettes;

- iv. any set-top boxes, Android TV boxes, or other set-top boxes or android devices that provide access to the ZummTV Pirate Streaming Services; and
- v. any books, documents, files, records, or communications whether in hard copy or electronic form, relating in any way to the ZummTV Pirate Streaming Services, set-top boxes, android devices, and related software, applications, and/or device codes or any other service or device that is used in satellite television piracy, including the identities of manufacturers, exporters, importers, dealers, or purchasers of such services and devices, or persons involved in operating the ZummTV Pirate Streaming Services.

4. Defendants shall transfer to DISH or a designee selected by DISH all ZummTV branded set-top boxes, device codes, passcodes, renewal codes, subscription codes and applications for the ZummTV Pirate Streaming Services, as well as all computers, phones, servers and all social media, financial, online or other accounts associated in any way with the ZummTV Pirate Streaming Services. All items that DISH receives pursuant to this paragraph may be destroyed at DISH's discretion.

5. Defendants shall transfer to DISH or a designee selected by DISH the following domain names: zummtv.com; zummiptvbox.com; zummtvbox.com; zumm.tv; xolotv.com; xoloiptv.com; xolotv.tv; iptvinsights.com; iptvservers.us; and iptvservers.ca. Defendants will transfer to DISH all of their rights in each of the foregoing domain names and websites. DISH is not responsible, and assumes no liability for, the content displayed at any domain name or website prior to or at the time of surrender.

6. The Court retains jurisdiction over this action for a period of three (3) years for the purpose of enforcing this judgment and permanent injunction.

SIGNED and ENTERED this 2nd day of December, 2021.


JOHN L. SINATRA, JR.
UNITED STATES DISTRICT JUDGE